

GROUND LEASE CONSENT

THIS GROUND LEASE CONSENT (this “**Consent**”) is made as of _____, 2021 by **UNITED STATES OF AMERICA**, acting by and through the Administrator of General Services (“**Landlord**”) and **TRUMP OLD POST OFFICE LLC**, a Delaware limited liability company (“**Seller**”).

1. Landlord is the “Landlord” and Seller is the “Tenant” under the Ground Lease and other documents described in Schedule 1 attached hereto (collectively, the “**Lease**”).

2. Seller, as seller, and **CGI 1100 OPO MANAGEMENT, LP**, a Delaware limited partnership (“**Buyer**”), as buyer, have entered into that certain Agreement of Purchase and Sale dated as of _____, 2021 (as amended, the “**Purchase Agreement**”) for purchase of the land, improvements, fixtures, furnishings, equipment, inventories and other real and personal property comprising the hotel known as Trump International Hotel Washington, D.C., located in Washington, D.C. including Seller’s leasehold interest under the Lease (the “**Hotel**”).

3. Pursuant to Section 15.3 of the Lease, Landlord’s consent is required prior to assignment of the Lease to Buyer.

4. Subject to the closing of the transaction under the Purchase Agreement, Landlord hereby consents to Seller’s assignment to Buyer (or its affiliated nominee) of all of Seller’s rights, title and interest in, to and under the Lease, provided such assignment will not be effective until Seller and Buyer execute the Ground Lease Assignment and Assumption, which shall be substantially in the form attached hereto as Schedule 2 (“**Ground Lease Assignment**”) (the effective date of such assignment hereafter referred to as the “**Effective Date**”). Upon the full execution of the Ground Lease Assignment, Landlord hereby releases Seller (and its successors and assigns) from all obligations and liability under the Lease pursuant to Section 15.8(e) thereof accruing from and after the Effective Date.

5. Subject to the closing of the transaction under the Purchase Agreement and the full execution of the Ground Lease Assignment, Buyer shall assume and be bound by all of the obligations of Seller under the Lease including payment of all amounts or rental and other sums and performance of all obligations under the Lease.

6. This Consent may be amended only in writing. This Consent and all of its terms and provisions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Consent may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which when taken together will constitute the same agreement.

[Execution appears on following page(s)]

Landlord has caused this Consent to be executed and delivered by its representative, thereunto duly authorized, as of the date first above written.

LANDLORD:

UNITED STATES OF AMERICA,
acting by and through the Administrator of General
Services

By: _____
Name:
Title:

SELLER:

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Schedule 1 to Ground Lease Consent

1. Ground Lease dated August 5, 2013 between the ump Old Post Office LLC, a Delaware limited liability company Seller and United States of America, acting by and through the Administrator of General Services
2. First Amendment to Ground Lease dated March 3, 2014
3. Second Amendment to Ground Lease dated May 30, 2014
4. Third Amendment to Ground Lease dated August 5, 2014
5. Fourth Amendment to Ground Lease dated November 6, 2014
6. Fifth Amendment to Ground Lease dated June 15, 2016
7. Sixth Amendment to Ground Lease dated October 26, 2017

Schedule 2 to Ground Lease Consent

FORM OF GROUND LEASE ASSIGNMENT AND ASSUMPTION

Prepared By:

After Recording Return To:

GROUND LEASE ASSIGNMENT AND ASSUMPTION

THIS GROUND LEASE ASSIGNMENT AND ASSUMPTION (this “**Assignment**”) is made and entered into as of _____, 202__ (the “**Assignment Effective Date**”) by and between **TRUMP OLD POST OFFICE LLC**, a Delaware limited liability company (“**Assignor**”), and **CGI 1100 OPO MANAGEMENT, LP**, a Delaware limited partnership (“**Assignee**”). All capitalized terms used herein and not defined, shall have the meaning ascribed to such term in the Lease (as hereinafter defined).

RECITALS:

WHEREAS, United States of America, acting by and through the Administrator of General Services (“**Landlord**”) and Assignor entered into that certain Ground Lease dated August 5, 2013 between the Assignor and Landlord, as amended by that certain First Amendment to Ground Lease dated March 3, 2014, as further amended by that certain Second Amendment to Ground Lease dated May 30, 2014, as further amended by that certain Third Amendment to Ground Lease dated August 5, 2014, as further amended by that certain Fourth Amendment to Ground Lease dated November 6, 2014, as further amended by that certain Fifth Amendment to Ground Lease dated June 15, 2016 and as further amended by that certain Sixth Amendment to Ground Lease dated October 26, 2017 (as further amended from time to time, the “**Lease**”), pursuant to which Seller leased from Landlord certain property more fully described on Exhibit A attached hereto and made a part hereof and known as Trump International Hotel Washington, D.C. located in Washington, D.C. (the “**Premises**”).

WHEREAS, Assignor desires pursuant to Section 15.3 of the Lease to assign all of Assignor’s right, title and leasehold interest in and to the Premises, subject to the terms of the Lease, and Assignee desires to assume all of Assignor’s right, title and leasehold interest in the Premises; and

WHEREAS, the Landlord has consented to this Assignment as evidenced by the “**Landlord Consent**” attached hereto as Exhibit B.

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee, all of Assignor's right, title and leasehold interest in and to the Lease and Assignee hereby assumes all of Assignor's right, title and leasehold interest in and to the Lease, all subject to the terms set forth herein.

7. **Lease Assignment and Assumption.** Effective as of the Assignment Effective Date, Assignor hereby assigns to Assignee all of Assignor's (a) right, title and interest in and to the Lease and to the Premises (other than any payments due to Assignor with respect to periods or events prior to the Assignment Effective Date and for which Assignor has not otherwise received a proration credit, including any refunds or rebates of payments made by Assignor prior to the Assignment Effective Date), and (b) right, title and interest in and to all of the structures, fixtures, buildings and other improvements located on the Premises. Effective as of the Assignment Effective Date, Assignee hereby accepts the assignment herein and expressly assumes all of the terms, conditions, agreements, covenants and obligations, including payment of all amounts of rental and other sums and performance of all obligations, of Assignor in and under the Lease and to the Premises accruing from and after the Assignment Effective Date.

8. **Lease.** Assignee hereby assumes performance of and agrees to perform all of the terms, obligations, covenants and conditions on the part of the "Tenant" to be kept, observed or performed under the Lease to the extent such terms, obligations, covenants and conditions accrue from and after the Assignment Effective Date. The terms and conditions of the Lease, as amended from time to time (but only to the extent that same accrue from and after the Assignment Effective Date), are hereby incorporated herein by this reference thereto so that, except to the extent that they are modified by the provisions of this Assignment, each and every term, covenant and condition of the Lease (to the extent the same accrue from and after the Assignment Effective Date) binding Assignor, as Lessee under the Lease, and inuring to the benefit of Landlord under the Lease, shall, in respect of this Assignment, bind Assignee and inure to the benefit of Landlord, with the same force and effect as if such terms, covenants and conditions were completely set forth in this Assignment; provided, no further amendments or modifications to the Lease shall be effective with respect to the Premises without the written consent of Assignee.

9. **Notice.** The address for notice of Assignee pursuant to Section 19.1 of the Lease shall be as follows:

CGI 1100 OPO Management, LP
c/o CGI Merchant Group
801 Brickell Avenue, Suite 2500
Miami, Florida 33131
Attention: Raoul Thomas

10. **Indemnification.** Assignor hereby agrees to indemnify Assignee against, and hold Assignee harmless from, any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorney's fees, first arising or accruing prior to the date hereof in connection with Assignor's performance or observance of, or the failure to perform or observe, any agreement or obligation of Assignor arising under the Lease. Assignee hereby agrees to indemnify Assignor against, and hold harmless from, any and all cost, liability, loss, damage or expense, including,

without limitation, reasonable attorney's fees, arising or accruing as of or subsequent to the date hereof in connection with Assignee's performance or observation of, or failure to perform or observe any agreement or obligation arising under the Lease hereby assumed by Assignee.

11. **Interpretation, Amendment and Modification.** This Assignment shall be interpreted under the laws of the District of Columbia. The recitals to this Assignment are true and correct and are hereby incorporated in this Assignment by reference. The section captions are for the convenient reference of the parties only and are not intended to and shall not be deemed to modify the interpretation of the sections from that which is stated in the text of the sections. If any provision of this Assignment or its application to any person or circumstance shall be declared invalid or unenforceable, the remaining provisions of this Assignment, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby and each provision shall be valid and enforceable to the extent permitted by law. This Assignment may not be changed or amended except by a writing duly authorized and executed by the party against whom enforcement is sought.

12. **Miscellaneous.** All provisions contained in this Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of Assignor and Assignee. Promptly upon the reasonable request from time to time of the other party, each party shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, to or at the direction of such party, all further acts, transfers, assignments, powers and other documents and instruments as may be so reasonably requested to give effect to the transactions contemplated hereby. In the event of any litigation arising hereunder, the non-prevailing party shall pay to the prevailing party all of the prevailing party's reasonable attorneys' fees and court costs, through all trial and appellate levels. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth above.

ASSIGNOR:

TRUMP OLD POST OFFICE LLC,
a Delaware limited liability company

By: _____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this _____ day of _____, in the year 202__, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

ASSIGNEE:

CGI 1100 OPO MANAGEMENT, LP,
a Delaware limited partnership

By: _____
Name:
Title:

[INSERT STATE SPECIFIC NOTARY ACKNOWLEDGEMENT]

EXHIBIT A
PREMISES

EXHIBIT B
LANDLORD CONSENT

